

Return To:  
Heller, Heller & McCoy  
736 Norwich-New London Turnpike  
Uncasville, CT 06382

received  
5/21/20

**DECLARATION OF JOINT DRIVEWAY EASEMENT  
AND MAINTENANCE AGREEMENT  
343 NORWICH-WESTERLY ROAD,  
NORTH STONINGTON, CONNECTICUT**

**THIS DECLARATION**, made this \_\_\_\_ day of \_\_\_\_\_, 2020 by **343, LLC**, a Connecticut limited liability company, with a mailing address of P.O. Box 88 North Stonington, Connecticut.

**WITNESSETH:**

**WHEREAS**, 343, LLC (hereinafter the "Declarant") is the owner of six (6) tracts or parcels of land, which tracts or parcels of land are more particularly designated as Lots 1, 2, 3, 4, 5 and 6 (hereinafter, the "Lots") on a certain map or plan entitled "Plan Showing Subdivision Property Of Ronald K. Lewis 343 Norwich Westerly Road A.K.A. Connecticut State Route 2 North Stonington, Connecticut Scale: 1" = 20' March 2020 Sheet 2 of 3 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Connecticut Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@yahoo.com](mailto:dieter.gardner@yahoo.com)" (hereinafter the "Plan");

**AND WHEREAS**, the Lots are located on the westerly side of the Norwich-Westerly Road a.k.a. Connecticut State Route 2 as delineated on the Plan;

**AND WHEREAS**, the subdivision of the property at 343 Norwich-Westerly Road contemplates that the Lots will obtain access and utilities by virtue of an easement over and across portions of Lots 1, 2, 3, 5 and 6 as delineated on the Plan;

**AND WHEREAS**, the Declarant desires to establish a common driveway for access to the Lots over portions of Lots 1, 2, 3, 5 and 6 as shown on the Plan;

**AND WHEREAS**, the Declarant desires to allocate the responsibility by and between the owners of the Lots for the maintenance, repair and replacement of the common driveway.

**NOW, THEREFORE**, in consideration of the recitals hereinbefore set forth, and the mutual covenants contained herein, the said Declarant does hereby declare as follows:

1. A right of way for all purposes twenty (20') feet in width is hereby granted, bargained, sold and conveyed to the owner of Lot 1, as delineated on the Plan, their heirs and assigns, over and across portions of Lots 2 and 3 as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a monument or drill hole to be set in the face of a stone wall in the westerly line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2 at the southeasterly corner of said easement area and on the dividing line between said easement area and Lot 1 as delineated on the Plan; thence running South  $81^{\circ}18'49''$  West for a distance of 180.00 feet bounded southeasterly by Lot 1 as delineated on the Plan to a rebar or drill hole to be set; thence running North  $08^{\circ}41'11''$  West for a distance of 20.00 feet bounded southwesterly by Lot 5 as delineated on the Plan to a point; thence running North  $81^{\circ}18'49''$  East for a distance of 180.49 feet to a point in the westerly monumented highway line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2; thence running South  $07^{\circ}17'11''$  East for a distance of 20.01 feet bounded northeasterly by the Norwich-Westerly Road a.k.a. Connecticut State Route 2 to the monument or drill hole to be set at the point and place of beginning of said easement area.

**TO HAVE AND TO HOLD** the same to the Owner of Lot 1 as delineated on the Plan, their heirs and assigns forever.

2. A right of way for all purposes is hereby granted, bargained, sold and conveyed to the owner of Lot 2, as delineated on the Plan, their heirs and assigns, over and across a portion of Lot 1 as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the westerly line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2 at the southeasterly corner of said easement area and on the dividing line between said easement area and other land now or formerly of Ronald K. Lewis as delineated on the Plan; thence running South  $81^{\circ}18'49''$  West for a distance of 35.00 feet bounded southeasterly by other land now or formerly of Ronald K. Lewis to a point; thence running North  $07^{\circ}17'11''$  West for a distance of 44.00 feet to an angle point; thence running South  $81^{\circ}18'49''$  West for a distance of 15.00 feet to an angle point; thence running North  $07^{\circ}17'11''$  West for a distance of 40.00 feet to an angle point; thence running North  $81^{\circ}18'49''$  East for a distance of 50.00 feet along the division line between Lots 1 and 2 as delineated on the Plan to a point in the westerly line of Norwich-Westerly Road a.k.a. Connecticut State Route 2; thence running South  $07^{\circ}17'11''$  East for a distance of 84.00 feet to the rebar or drill hole to be set at the point and place of beginning of said easement area, bounded easterly by the Norwich-Westerly Road a.k.a. Connecticut State Route 2.

**TO HAVE AND TO HOLD** the same to the Owner of Lot 2 as delineated on the Plan, their heirs and assigns forever.

3. A right of way for all purposes is hereby granted, bargained, sold and conveyed to the owner of Lot 3, as delineated on the Plan, their heirs and assigns, over and across portions of Lots 1 and 2 as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the westerly line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2 at the southeasterly corner of said easement area and

on the dividing line between said easement area and other land now or formerly of Ronald K. Lewis as delineated on the Plan; thence running South 81°18'49" West for a distance of 35.00 feet bounded southeasterly by other land now or formerly of Ronald K. Lewis to a point; thence running North 07°17'11" West for a distance of 44.00 feet to an angle point; thence running South 81°18'49" West for a distance of 15.00 feet to an angle point; thence running North 07°17'11" West for a distance of 40.00 feet to an angle point; thence running South 81°18'49" West for a distance of 40.00 feet along the division line between Lots 1 and 2 as delineated on the Plan to a rebar or drill hole to be set; thence running North 08°41'11" West for a distance of 20.00 feet along the division line between Lots 2 and 3 as delineated on the Plan to a point; thence running North 81°18'49" East for a distance of 90.49 feet to a point in the westerly line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2; thence running South 07°17'11" East for a distance of 20.01 feet to a monument or drill hole to be set; thence continuing South 07°17'11" East for a distance of 84.00 feet to the rebar or drill hole to be set at the point and place of beginning of said easement area, the last two (2) courses being bounded easterly by the Norwich-Westerly Road a.k.a. Connecticut State Route 2.

**TO HAVE AND TO HOLD** the same to the Owner of Lot 3 as delineated on the Plan, their heirs and assigns forever.

4. A right of way for all purposes is hereby granted, bargained, sold and conveyed to the owner of Lot 4, as delineated on the Plan, their heirs and assigns, over and across portions of Lots 1, 2, 3 and 5 as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the westerly line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2 at the southeasterly corner of said easement area and on the dividing line between said easement area and other land now or formerly of Ronald K. Lewis as delineated on the Plan; thence running South 81°18'49" West for a distance of 35.00 feet bounded southeasterly by other land now or formerly of Ronald K. Lewis to a point; thence running North 07°17'11" West for a distance of 44.00 feet to an angle point; thence running South 81°18'49" West for a distance of 15.00 feet to an angle point; thence running North 07°17'11" West for a distance of 40.00 feet to an angle point on the division line between Lots 1 and 2 as delineated on the Plan; thence running South 81°18'49" West for a distance of 40.00 feet to a rebar or drill hole to be set on the division line between Lots 2 and 3 as delineated on the Plan; thence running South 81°18'49" West for a distance of 90.00 feet along the division line between Lots 1 and 3 as delineated on the Plan to a rebar or drill hole to be set; thence running South 08°41'11" East for a distance of 15.31 feet along the division line between Lots 1 and 5 as delineated on the Plan to a monument or drill hole to be set; thence running South 83°03'39" West for a distance of 20.01 feet along the division line between Lots 5 and 6 as delineated on the Plan to a point; thence running North 08°41'11" West for a distance of 70.03 feet to a point on the division line between Lots 4 and 5 as delineated on the Plan; thence running North 83°03'39" East for a distance of 20.01 feet along the division line between Lots 4 and 5 as delineated on the Plan to a monument or drill hole to be set; thence running South 08°41'11" East for a distance of 34.72 feet along the division line between Lots 3 and 5 as delineated on the

Plan to a point; thence running North 81°18'49" East for a distance of 90.00 feet to a point on the division line between Lots 2 and 3 as delineated on the Plan; thence continuing North 81°18'49" East for a distance of 90.49 feet to a point in the westerly monumented highway line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2; thence running South 07°17'11" East for a distance of 20.01 feet to a monument or drill hole to be set; thence continuing South 07°17'11" East for a distance of 84.00 feet to the rebar or drill hole to be set at the point and place of beginning of said easement area, the last two (2) courses being bounded generally easterly by the Norwich-Westerly Road a.k.a. Connecticut State Route 2.

**TO HAVE AND TO HOLD** the same to the Owner of Lot 4 as delineated on the Plan, their heirs and assigns forever.

5. Rights of way for all purposes are hereby granted, bargained, sold and conveyed to the owner of Lot 5, as delineated on the Plan, their heirs and assigns, over and across portions of Lots 1, 2, 3 and 6 as delineated on the Plan, which rights of way are more particularly bounded and described as follows:

#### **FIRST RIGHT OF WAY**

Beginning at a rebar or drill hole to be set in the westerly line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2 at the southeasterly corner of said easement area and on the dividing line between said easement area and other land now or formerly of Ronald K. Lewis; thence running South 81°18'49" West for a distance of 35.00 feet bounded southeasterly by other land now or formerly of Ronald K. Lewis to an angle point; thence running North 07°17'11" West for a distance of 44.00 feet to an angle point; thence running South 81°18'49" West for a distance of 15.00 feet to an angle point; thence running North 07°17'11" West for a distance of 40.00 feet to a point on the division line between Lots 1 and 2 as delineated on the Plan; thence running South 81°18'49" West for a distance of 130.00 feet bounded southeasterly by Lot 1 as delineated on the Plan to a rebar or drill hole to be set; thence running North 08°41'11" West for a distance of 20.00 feet bounded westerly by Lot 5 as delineated on the Plan to a point; thence running North 81°18'49" East for a distance of 90.00 feet to a point on the division line between Lots 2 and 3 as delineated on the Plan; thence continuing North 81°18'49" East for a distance of 90.49 feet to a point in the westerly line of the Norwich-Westerly Road a.k.a. Connecticut Route 2; thence running South 07°17'11" East for a distance of 20.01 feet to a monument or drill hole to be set; thence continuing South 07°17'11" East for a distance of 84.00 feet to the rebar or drill hole to be set at the point and place of beginning of said easement area, the last two (2) courses being bounded easterly by the Norwich-Westerly Road a.k.a. Connecticut State Route 2.



## SECOND RIGHT OF WAY

Commencing at a monument or drill hole to be set at the northwesterly corner of said right of way, which monument or drill hole to be set is located in the westerly line of Lot 1 as delineated on the Plan and on the division line between Lots 5 and 6 as delineated on the Plan; thence running South 08°41'11" East for a distance of 7.50 feet along the division line between Lots 6 and 1 as delineated on the Plan to a point; thence running South 83°03'39" West for a distance of 70.00 feet to a point; thence running North 08°41'11" West for a distance of 7.50 feet to a point; thence running North 83°03'39" East for a distance of 70.00 feet along the division line between Lots 5 and 6, as delineated on the Plan to the monument or drill hole to be set at the point and place of beginning of said easement area.

**TO HAVE AND TO HOLD** the same to the owner of Lot 5 as delineated on the Plan, their heirs and assigns forever.

6. A right of way for all purposes is hereby granted, bargained, sold and conveyed to the owner of Lot 6, as delineated on the Plan, their heirs and assigns, over and across portions of Lots 1, 2, 3 and 5 as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the westerly line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2 at the southeasterly corner of said easement area and on the dividing line between said easement area and other land now or formerly of Ronald K. Lewis as delineated on the Plan; thence running South 81°18'49" West for a distance of 35.00 feet to a point; thence running North 07°17'11" West for a distance of 44.00 feet to an angle point; thence running South 81°18'49" West for a distance of 15.00 feet to an angle point; thence running North 07°17'11" West for a distance of 40.00 feet to a point on the division line between Lots 1 and 2 as delineated on the Plan; thence running South 81°18'49" West for a distance of 40.00 feet to a rebar or drill hole to be set on the division line between Lots 2 and 3 as delineated on the Plan; thence continuing South 81°18'49" West for a distance of 90.00 feet along the division line between Lots 1 and 3 as delineated on the Plan to a rebar or drill hole to be set; thence running South 08°41'11" East for a distance of 15.31 feet along the division line between Lots 1 and 5 as delineated on the Plan to a monument or drill hole to be set; thence running South 83°03'39" West for a distance of 20.01 feet along the division line between Lots 5 and 6 as delineated on the Plan to a point; thence continuing South 83°03'39" West for a distance of 49.99 feet along the division line between Lots 5 and 6 as delineated on the Plan to a point; running North 08°41'11" West for a distance of 7.50 feet to a point; thence running North 83°03'39" East for a distance of 49.76 feet to a point; thence running North 08°41'11" West for a distance of 27.81 feet to a point; thence running North 81°18'49" East for a distance of 20 feet, more or less, to a point on the division line between Lots 3 and 5 as delineated on the Plan; thence running North 81°18'49" East for a distance of 90.00 feet to a point; thence continuing North 81°18'49" East for a distance of 90.49 feet to a point in the westerly monumented highway line of the Norwich-Westerly Road a.k.a. Connecticut Route 2; thence running South 07°17'11" East for a distance of 20.01 feet to a monument or drill

hole to be set; thence continuing South 07°17'11" East for a distance of 84.00 feet to the rebar or drill hole to be set at the point and place of beginning of said easement area, the last two (2) courses being bounded generally easterly by the Norwich-Westerly Road a.k.a. Connecticut State Route 2.

**TO HAVE AND TO HOLD** the same to the owner of Lot 6 as delineated on the Plan, their heirs and assigns forever.

7. The Declarant shall be responsible for the cost of construction of the common driveway from the westerly monumented highway line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2 to the northerly and westerly termini of the common driveways as delineated on the Plan. The common driveway shall be constructed to the varying widths delineated on a plan entitled "Plan Showing Subdivision Property Of Ronald K. Lewis 343 Norwich Westerly Road A.K.A. Connecticut State Route 2 North Stonington, Connecticut Scale: 1" = 20' March 2020 Sheet 2 of 3 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Connecticut Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@yahoo.com](mailto:dieter.gardner@yahoo.com)" and shall be constructed in accordance with the common driveway cross section detail delineated on a plan entitled "Plan Showing Subdivision Property Of Ronald K. Lewis 343 Norwich Westerly Road A.K.A. Connecticut State Route 2 North Stonington, Connecticut Scales As Shown March 2020 Sheet 1 of 3 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@yahoo.com](mailto:dieter.gardner@yahoo.com)"
8. The deed of conveyance of each of the Lots shall be made together with and subject to the rights of way herein set forth by reference to this Declaration, and such reference shall be deemed to incorporate the rights and obligations set forth herein into each such deed of conveyance.
9. All grants of rights of way in favor of the Lots shall be deemed to include the non-exclusive right and privilege to pass and re-pass, by foot or by vehicle, and for any lawful purpose, over, upon and across the right of way areas herein described; and the right to install and connect to utility lines, pipes and conduits located under or within the joint driveway; and the right to install a private driveway serving a Lot connecting to the joint driveway.
10. Each owner of the Lots shall cooperate fully in granting any easements required by public utility companies to effect the installation of telephone, electric, water, sewer and cable television service lines to provide utility service to the Lots. The obligations contained in this paragraph shall include, but shall not be limited to, the obligation to execute (i) an "Electric Distribution Easement" in standard Connecticut Light and Power Company d/b/a Eversource form in favor of The Connecticut Light and Power Company d/b/a Eversource and (ii) in such form as may be required by the Southeastern Connecticut Water Authority in order to effect the installation of such utilities.
11. Each of the owner of the Lots shall be responsible for the maintenance and upkeep of the joint driveway, including the utilities installed within the same, in accordance with his "Pro

Rata Share” as hereinafter set forth. Upkeep and maintenance shall include, but is not limited to, snow removal, removal of all trees or other obstructions, pothole repair and resurfacing. Decisions as to the necessity of maintenance and upkeep, and the cost to be incurred with respect thereto, shall be made by a majority vote of the Pro Rata Shares attributable to the Lots.

12. Any damage to the joint driveway caused by construction on any of the Lots, including damage caused by construction of a private driveway serving a Lot from the joint driveway, or by reason of the installation of, or connection to utility lines, shall be repaired by and the sole expense of the owner of the Lot causing such damage.
13. “Pro Rata Share”, as defined herein, shall mean:
  - (a) With respect to Lot 1 – 12%
  - (b) With respect to Lot 2 – 6%
  - (c) With respect to Lot 3 – 14%
  - (d) With respect to Lot 4 – 22%
  - (e) With respect to Lot 5 – 23%
  - (f) With respect to Lot 6 – 23%
14. In the event that any action is taken to enforce the provisions of this Declaration, the party prevailing in such action shall be entitled to an award of costs and reasonable attorney’s fees.
15. This Declaration is intended to create real covenants which are intended to run with the title to the Lots. This Declaration may be modified or changed by an agreement in writing among the owners of the Lots, duly executed and recorded in the North Stonington Land Records.

**IN WITNESS WHEREOF**, 343, LLC, acting herein by its Manager, hereunto duly authorized, has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

**343, LLC**

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_ (L.S.)  
Ronald K. Lewis, its Manager

STATE OF CONNECTICUT        )  
  ) ss: Montville  
COUNTY OF NEW LONDON     )

On this the \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned officer, personally appeared Ronald K. Lewis, who acknowledged himself to be the Manager of 343, LLC, a limited liability company, hereunto duly authorized, signer and sealer of the foregoing instrument and acknowledged the execution of the foregoing instrument to be his free act and deed, as Manager aforesaid and the free act and deed of 343, LLC.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

---

Harry B. Heller  
Commissioner of the Superior Court



Return To:  
Heller, Heller & McCoy  
736 Norwich-New London Turnpike  
Uncasville, CT 06382

received  
5/21/20 cl

**DECLARATION OF JOINT DRIVEWAY EASEMENT  
AND MAINTENANCE AGREEMENT  
343 NORWICH-WESTERLY ROAD,  
NORTH STONINGTON, CONNECTICUT**

**THIS DECLARATION**, made this \_\_\_\_ day of \_\_\_\_\_, 2020 by **343, LLC**, a Connecticut limited liability company, with a mailing address of P.O. Box 88 North Stonington, Connecticut.

**WITNESSETH:**

**WHEREAS**, 343, LLC (hereinafter the "Declarant") is the owner of six (6) tracts or parcels of land, which tracts or parcels of land are more particularly designated as Lots 1, 2, 3, 4, 5 and 6 (hereinafter, the "Lots") on a certain map or plan entitled "Plan Showing Subdivision Property Of Ronald K. Lewis 343 Norwich Westerly Road A.K.A. Connecticut State Route 2 North Stonington, Connecticut Scale: 1" = 20' March 2020 Sheet 2 of 3 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Connecticut Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@yahoo.com](mailto:dieter.gardner@yahoo.com)" (hereinafter the "Plan");

**AND WHEREAS**, the Lots are located on the westerly side of the Norwich-Westerly Road a.k.a. Connecticut State Route 2 as delineated on the Plan;

**AND WHEREAS**, the subdivision of the property at 343 Norwich-Westerly Road contemplates that the Lots will obtain access and utilities by virtue of an easement over and across portions of Lots 1, 2, 3, 5 and 6 as delineated on the Plan;

**AND WHEREAS**, the Declarant desires to establish a common driveway for access to the Lots over portions of Lots 1, 2, 3, 5 and 6 as shown on the Plan;

**AND WHEREAS**, the Declarant desires to allocate the responsibility by and between the owners of the Lots for the maintenance, repair and replacement of the common driveway.

**NOW, THEREFORE**, in consideration of the recitals hereinbefore set forth, and the mutual covenants contained herein, the said Declarant does hereby declare as follows:

1. A right of way for all purposes twenty (20') feet in width is hereby granted, bargained, sold and conveyed to the owner of Lot 1, as delineated on the Plan, their heirs and assigns, over and across portions of Lots 2 and 3 as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a monument or drill hole to be set in the face of a stone wall in the westerly line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2 at the southeasterly corner of said easement area and on the dividing line between said easement area and Lot 1 as delineated on the Plan; thence running South 81°18'49" West for a distance of 180.00 feet bounded southeasterly by Lot 1 as delineated on the Plan to a rebar or drill hole to be set; thence running North 08°41'11" West for a distance of 20.00 feet bounded southwesterly by Lot 5 as delineated on the Plan to a point; thence running North 81°18'49" East for a distance of 180.49 feet to a point in the westerly monumented highway line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2; thence running South 07°17'11" East for a distance of 20.01 feet bounded northeasterly by the Norwich-Westerly Road a.k.a. Connecticut State Route 2 to the monument or drill hole to be set at the point and place of beginning of said easement area.

**TO HAVE AND TO HOLD** the same to the Owner of Lot 1 as delineated on the Plan, their heirs and assigns forever.

2. A right of way for all purposes is hereby granted, bargained, sold and conveyed to the owner of Lot 2, as delineated on the Plan, their heirs and assigns, over and across a portion of Lot 1 as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the westerly line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2 at the southeasterly corner of said easement area and on the dividing line between said easement area and other land now or formerly of Ronald K. Lewis as delineated on the Plan; thence running South 81°18'49" West for a distance of 35.00 feet bounded southeasterly by other land now or formerly of Ronald K. Lewis to a point; thence running North 07°17'11" West for a distance of 44.00 feet to an angle point; thence running South 81°18'49" West for a distance of 15.00 feet to an angle point; thence running North 07°17'11" West for a distance of 40.00 feet to an angle point; thence running North 81°18'49" East for a distance of 50.00 feet along the division line between Lots 1 and 2 as delineated on the Plan to a point in the westerly line of Norwich-Westerly Road a.k.a. Connecticut State Route 2; thence running South 07°17'11" East for a distance of 84.00 feet to the rebar or drill hole to be set at the point and place of beginning of said easement area, bounded easterly by the Norwich-Westerly Road a.k.a. Connecticut State Route 2.

**TO HAVE AND TO HOLD** the same to the Owner of Lot 2 as delineated on the Plan, their heirs and assigns forever.

3. A right of way for all purposes is hereby granted, bargained, sold and conveyed to the owner of Lot 3, as delineated on the Plan, their heirs and assigns, over and across portions of Lots 1 and 2 as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the westerly line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2 at the southeasterly corner of said easement area and

on the dividing line between said easement area and other land now or formerly of Ronald K. Lewis as delineated on the Plan; thence running South 81°18'49" West for a distance of 35.00 feet bounded southeasterly by other land now or formerly of Ronald K. Lewis to a point; thence running North 07°17'11" West for a distance of 44.00 feet to an angle point; thence running South 81°18'49" West for a distance of 15.00 feet to an angle point; thence running North 07°17'11" West for a distance of 40.00 feet to an angle point; thence running South 81°18'49" West for a distance of 40.00 feet along the division line between Lots 1 and 2 as delineated on the Plan to a rebar or drill hole to be set; thence running North 08°41'11" West for a distance of 20.00 feet along the division line between Lots 2 and 3 as delineated on the Plan to a point; thence running North 81°18'49" East for a distance of 90.49 feet to a point in the westerly line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2; thence running South 07°17'11" East for a distance of 20.01 feet to a monument or drill hole to be set; thence continuing South 07°17'11" East for a distance of 84.00 feet to the rebar or drill hole to be set at the point and place of beginning of said easement area, the last two (2) courses being bounded easterly by the Norwich-Westerly Road a.k.a. Connecticut State Route 2.

**TO HAVE AND TO HOLD** the same to the Owner of Lot 3 as delineated on the Plan, their heirs and assigns forever.

4. A right of way for all purposes is hereby granted, bargained, sold and conveyed to the owner of Lot 4, as delineated on the Plan, their heirs and assigns, over and across portions of Lots 1, 2, 3 and 5 as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the westerly line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2 at the southeasterly corner of said easement area and on the dividing line between said easement area and other land now or formerly of Ronald K. Lewis as delineated on the Plan; thence running South 81°18'49" West for a distance of 35.00 feet bounded southeasterly by other land now or formerly of Ronald K. Lewis to a point; thence running North 07°17'11" West for a distance of 44.00 feet to an angle point; thence running South 81°18'49" West for a distance of 15.00 feet to an angle point; thence running North 07°17'11" West for a distance of 40.00 feet to an angle point on the division line between Lots 1 and 2 as delineated on the Plan; thence running South 81°18'49" West for a distance of 40.00 feet to a rebar or drill hole to be set on the division line between Lots 2 and 3 as delineated on the Plan; thence running South 81°18'49" West for a distance of 90.00 feet along the division line between Lots 1 and 3 as delineated on the Plan to a rebar or drill hole to be set; thence running South 08°41'11" East for a distance of 15.31 feet along the division line between Lots 1 and 5 as delineated on the Plan to a monument or drill hole to be set; thence running South 83°03'39" West for a distance of 20.01 feet along the division line between Lots 5 and 6 as delineated on the Plan to a point; thence running North 08°41'11" West for a distance of 70.03 feet to a point on the division line between Lots 4 and 5 as delineated on the Plan; thence running North 83°03'39" East for a distance of 20.01 feet along the division line between Lots 4 and 5 as delineated on the Plan to a monument or drill hole to be set; thence running South 08°41'11" East for a distance of 34.72 feet along the division line between Lots 3 and 5 as delineated on the

Plan to a point; thence running North 81°18'49" East for a distance of 90.00 feet to a point on the division line between Lots 2 and 3 as delineated on the Plan; thence continuing North 81°18'49" East for a distance of 90.49 feet to a point in the westerly monumented highway line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2; thence running South 07°17'11" East for a distance of 20.01 feet to a monument or drill hole to be set; thence continuing South 07°17'11" East for a distance of 84.00 feet to the rebar or drill hole to be set at the point and place of beginning of said easement area, the last two (2) courses being bounded generally easterly by the Norwich-Westerly Road a.k.a. Connecticut State Route 2.

**TO HAVE AND TO HOLD** the same to the Owner of Lot 4 as delineated on the Plan, their heirs and assigns forever.

5. Rights of way for all purposes are hereby granted, bargained, sold and conveyed to the owner of Lot 5, as delineated on the Plan, their heirs and assigns, over and across portions of Lots 1, 2, 3 and 6 as delineated on the Plan, which rights of way are more particularly bounded and described as follows:

#### **FIRST RIGHT OF WAY**

Beginning at a rebar or drill hole to be set in the westerly line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2 at the southeasterly corner of said easement area and on the dividing line between said easement area and other land now or formerly of Ronald K. Lewis; thence running South 81°18'49" West for a distance of 35.00 feet bounded southeasterly by other land now or formerly of Ronald K. Lewis to an angle point; thence running North 07°17'11" West for a distance of 44.00 feet to an angle point; thence running South 81°18'49" West for a distance of 15.00 feet to an angle point; thence running North 07°17'11" West for a distance of 40.00 feet to a point on the division line between Lots 1 and 2 as delineated on the Plan; thence running South 81°18'49" West for a distance of 130.00 feet bounded southeasterly by Lot 1 as delineated on the Plan to a rebar or drill hole to be set; thence running North 08°41'11" West for a distance of 20.00 feet bounded westerly by Lot 5 as delineated on the Plan to a point; thence running North 81°18'49" East for a distance of 90.00 feet to a point on the division line between Lots 2 and 3 as delineated on the Plan; thence continuing North 81°18'49" East for a distance of 90.49 feet to a point in the westerly line of the Norwich-Westerly Road a.k.a. Connecticut Route 2; thence running South 07°17'11" East for a distance of 20.01 feet to a monument or drill hole to be set; thence continuing South 07°17'11" East for a distance of 84.00 feet to the rebar or drill hole to be set at the point and place of beginning of said easement area, the last two (2) courses being bounded easterly by the Norwich-Westerly Road a.k.a. Connecticut State Route 2.



## SECOND RIGHT OF WAY

Commencing at a monument or drill hole to be set at the northwesterly corner of said right of way, which monument or drill hole to be set is located in the westerly line of Lot 1 as delineated on the Plan and on the division line between Lots 5 and 6 as delineated on the Plan; thence running South 08°41'11" East for a distance of 7.50 feet along the division line between Lots 6 and 1 as delineated on the Plan to a point; thence running South 83°03'39" West for a distance of 70.00 feet to a point; thence running North 08°41'11" West for a distance of 7.50 feet to a point; thence running North 83°03'39" East for a distance of 70.00 feet along the division line between Lots 5 and 6, as delineated on the Plan to the monument or drill hole to be set at the point and place of beginning of said easement area.

**TO HAVE AND TO HOLD** the same to the owner of Lot 5 as delineated on the Plan, their heirs and assigns forever.

6. A right of way for all purposes is hereby granted, bargained, sold and conveyed to the owner of Lot 6, as delineated on the Plan, their heirs and assigns, over and across portions of Lots 1, 2, 3 and 5 as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the westerly line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2 at the southeasterly corner of said easement area and on the dividing line between said easement area and other land now or formerly of Ronald K. Lewis as delineated on the Plan; thence running South 81°18'49" West for a distance of 35.00 feet to a point; thence running North 07°17'11" West for a distance of 44.00 feet to an angle point; thence running South 81°18'49" West for a distance of 15.00 feet to an angle point; thence running North 07°17'11" West for a distance of 40.00 feet to a point on the division line between Lots 1 and 2 as delineated on the Plan; thence running South 81°18'49" West for a distance of 40.00 feet to a rebar or drill hole to be set on the division line between Lots 2 and 3 as delineated on the Plan; thence continuing South 81°18'49" West for a distance of 90.00 feet along the division line between Lots 1 and 3 as delineated on the Plan to a rebar or drill hole to be set; thence running South 08°41'11" East for a distance of 15.31 feet along the division line between Lots 1 and 5 as delineated on the Plan to a monument or drill hole to be set; thence running South 83°03'39" West for a distance of 20.01 feet along the division line between Lots 5 and 6 as delineated on the Plan to a point; thence continuing South 83°03'39" West for a distance of 49.99 feet along the division line between Lots 5 and 6 as delineated on the Plan to a point; running North 08°41'11" West for a distance of 7.50 feet to a point; thence running North 83°03'39" East for a distance of 49.76 feet to a point; thence running North 08°41'11" West for a distance of 27.81 feet to a point; thence running North 81°18'49" East for a distance of 20 feet, more or less, to a point on the division line between Lots 3 and 5 as delineated on the Plan; thence running North 81°18'49" East for a distance of 90.00 feet to a point; thence continuing North 81°18'49" East for a distance of 90.49 feet to a point in the westerly monumented highway line of the Norwich-Westerly Road a.k.a. Connecticut Route 2; thence running South 07°17'11" East for a distance of 20.01 feet to a monument or drill



hole to be set; thence continuing South 07°17'11" East for a distance of 84.00 feet to the rebar or drill hole to be set at the point and place of beginning of said easement area, the last two (2) courses being bounded generally easterly by the Norwich-Westerly Road a.k.a. Connecticut State Route 2.

**TO HAVE AND TO HOLD** the same to the owner of Lot 6 as delineated on the Plan, their heirs and assigns forever.

7. The Declarant shall be responsible for the cost of construction of the common driveway from the westerly monumented highway line of the Norwich-Westerly Road a.k.a. Connecticut State Route 2 to the northerly and westerly termini of the common driveways as delineated on the Plan. The common driveway shall be constructed to the varying widths delineated on a plan entitled "Plan Showing Subdivision Property Of Ronald K. Lewis 343 Norwich Westerly Road A.K.A. Connecticut State Route 2 North Stonington, Connecticut Scale: 1" = 20' March 2020 Sheet 2 of 3 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Connecticut Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@yahoo.com](mailto:dieter.gardner@yahoo.com)" and shall be constructed in accordance with the common driveway cross section detail delineated on a plan entitled "Plan Showing Subdivision Property Of Ronald K. Lewis 343 Norwich Westerly Road A.K.A. Connecticut State Route 2 North Stonington, Connecticut Scales As Shown March 2020 Sheet 1 of 3 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@yahoo.com](mailto:dieter.gardner@yahoo.com)"
8. The deed of conveyance of each of the Lots shall be made together with and subject to the rights of way herein set forth by reference to this Declaration, and such reference shall be deemed to incorporate the rights and obligations set forth herein into each such deed of conveyance.
9. All grants of rights of way in favor of the Lots shall be deemed to include the non-exclusive right and privilege to pass and re-pass, by foot or by vehicle, and for any lawful purpose, over, upon and across the right of way areas herein described; and the right to install and connect to utility lines, pipes and conduits located under or within the joint driveway; and the right to install a private driveway serving a Lot connecting to the joint driveway.
10. Each owner of the Lots shall cooperate fully in granting any easements required by public utility companies to effect the installation of telephone, electric, water, sewer and cable television service lines to provide utility service to the Lots. The obligations contained in this paragraph shall include, but shall not be limited to, the obligation to execute (i) an "Electric Distribution Easement" in standard Connecticut Light and Power Company d/b/a Eversource form in favor of The Connecticut Light and Power Company d/b/a Eversource and (ii) in such form as may be required by the Southeastern Connecticut Water Authority in order to effect the installation of such utilities.
11. Each of the owner of the Lots shall be responsible for the maintenance and upkeep of the joint driveway, including the utilities installed within the same, in accordance with his "Pro

Rata Share” as hereinafter set forth. Upkeep and maintenance shall include, but is not limited to, snow removal, removal of all trees or other obstructions, pothole repair and resurfacing. Decisions as to the necessity of maintenance and upkeep, and the cost to be incurred with respect thereto, shall be made by a majority vote of the Pro Rata Shares attributable to the Lots.

12. Any damage to the joint driveway caused by construction on any of the Lots, including damage caused by construction of a private driveway serving a Lot from the joint driveway, or by reason of the installation of, or connection to utility lines, shall be repaired by and the sole expense of the owner of the Lot causing such damage.
13. “Pro Rata Share”, as defined herein, shall mean:
  - (a) With respect to Lot 1 – 12%
  - (b) With respect to Lot 2 – 6%
  - (c) With respect to Lot 3 – 14%
  - (d) With respect to Lot 4 – 22%
  - (e) With respect to Lot 5 – 23%
  - (f) With respect to Lot 6 – 23%
14. In the event that any action is taken to enforce the provisions of this Declaration, the party prevailing in such action shall be entitled to an award of costs and reasonable attorney’s fees.
15. This Declaration is intended to create real covenants which are intended to run with the title to the Lots. This Declaration may be modified or changed by an agreement in writing among the owners of the Lots, duly executed and recorded in the North Stonington Land Records.

**IN WITNESS WHEREOF**, 343, LLC, acting herein by its Manager, hereunto duly authorized, has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

**343, LLC**

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_ (L.S.)  
Ronald K. Lewis, its Manager

STATE OF CONNECTICUT        )  
  ) ss: Montville  
COUNTY OF NEW LONDON     )

On this the \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned officer, personally appeared Ronald K. Lewis, who acknowledged himself to be the Manager of 343, LLC, a limited liability company, hereunto duly authorized, signer and sealer of the foregoing instrument and acknowledged the execution of the foregoing instrument to be his free act and deed, as Manager aforesaid and the free act and deed of 343, LLC.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

---

Harry B. Heller  
Commissioner of the Superior Court